



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

February 7, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES TO  
ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE,  
BUREAU OF JUSTICE ASSISTANCE FOR THE 2010 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Authorize the Chief Executive Officer to execute a Memorandum of Understanding with the City of Los Angeles to accept funds from the 2010 Justice Assistance Grant.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Chief Executive Office to execute the attached Memorandum of Understanding with the City of Los Angeles to jointly accept funds from the United States Department of Justice, Bureau of Justice Assistance for the 2010 Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$3,896,546. The County of Los Angeles will receive 50 percent of the net amount after the reduction of \$148,458 to cover the City of Los Angeles' administrative costs as outlined in the Memorandum of Understanding.
2. Authorize the Chief Executive Office to execute, on behalf of the County of Los Angeles, any actions necessary to amend, create, or extend any programs necessary to achieve the goals of the Justice Assistance Grant programs.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40-C February 7, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Los Angeles (City) and County of Los Angeles (County) agreed to allocate approximately 4 percent or \$148,458 of the total grant for administrative costs incurred by the City and then divide the remaining balance equally, with each receiving \$1,874,044.

The Memorandum of Understanding (MOU) is required under the grant guidelines.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support Countywide Strategic Plan Goal 5: Public Safety - Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County. Strategy 5: Crime Prevention - Initiate and implement violence reduction initiatives to provide a safer environment for residents through collaborative efforts across County clusters and with our community partners.

### **FISCAL IMPACT/FINANCING**

The 2010 Justice Assistance Grant (JAG) will fund programs for the County's Fiscal Year 2011-12. JAG does not require a net County cost match.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

JAG was established by the 109<sup>th</sup> Congress in 2005 to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created by merging the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program.

All JAG funded programs must submit yearly Performance Metrics reports and quarterly financial reports to the Chief Executive Office for processing and eventual reporting to the Department of Justice. Performance Metrics reports require detailed statistical information about each program as well as activities planned for the future. Financial reports require detailed itemized listings of expenditures.

The MOU has been approved as to form by County Counsel.

**CONCLUSION**

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:GM:SW  
DC:cc

Attachment

c:     Executive Office, Board of Supervisors  
          County Counsel  
          Sheriff  
          Auditor-Controller  
          Community and Senior Services/Human Relations Commission  
          Probation  
          Public Defender  
          Public Health

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES  
2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2012, by and between the County of Los Angeles, a subdivision of the State of California, acting by and through its governing body, the Los Angeles County Board of Supervisors, ("County"), and the City of Los Angeles, acting by and through its governing body, the City Council, ("City").

**WITNESSETH**

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County; and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File 10-2473 dated 11/23/10); and

WHEREAS, the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance ("BJA") administers the U.S. Department of Justice, FY 2010 Edward Byrne Memorial Justice Assistance Grant ("FY10 JAG") Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY10 JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the FY10 JAG funds allocated to the City and County and to provide the County with the amount of JAG funds approved by BJA for use as approved by BJA under the FY10 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2009 and end September 30, 2013. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement by BJA to the City of all FY10 JAG funds allocated to the City and County, the CITY agrees to disburse to County that amount allocated by BJA to the County (the "Disbursement Amount"). The Disbursement Amount is the amount of JAG funds allocated to the County by BJA less 4% of such allocated amount to be retained by the City as compensation to the City for its role as applicant/fiscal agent of such FY10 JAG funds. The County agrees to use the FY10 JAG funds allocated to it for those projects approved by BJA under the FY10 JAG program as set forth in the application for the FY10 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY10 JAG funds to the County, the County agrees to enter into a contract with the City setting forth the County's and the City's assurances and obligations regarding the use of FY10 JAG funds, which shall include without limitation compliance with all applicable laws and reporting requirements related to the FY10 JAG program the use of the FY10 JAG funds (the "Contract"). Currently the Disbursement Amount is contemplated to be \$1,874,044.

Section 3.

Nothing in the performance of this MOU shall impose any liability for claims against the City or County other than claims for which liability may be imposed by the California Tort Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this MOU.

Section 4.

Funding for all periods of this MOU is subject to the continuing availability of Federal funds for this program. The MOU may be terminated immediately upon written notice to County of a loss or reduction of Federal grant funds. Any change in the terms of this MOU, including any increase or decrease in the amount of FY10 JAG funds awarded, shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the parties.

Section 5.

Upon execution of this MOU, the County shall provide performance reports on a quarterly and annual basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the FY10 JAG program.

Section 6.

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers,

agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self insured retention of funds to meet any obligation arising from this MOU. City also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the FY10 JAG funds. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY10 JAG grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

Section 8.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 9.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to be executed on the \_\_\_\_ day of \_\_\_\_\_ 2012.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL

By: \_\_\_\_\_  
WILLIAM T FUJIOKA  
Chief Executive Officer

By:   
JENNIFER LEHMAN  
Principal Deputy County Counsel

Date: \_\_\_\_\_

Date: 2/2/2012

CITY OF LOS ANGELES  
ANTONIO R. VILLARAIGOSA, Mayor

Attach City Seal Here

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF LOS ANGELES  
CARMEN A. TRUTANICH, City Attorney

ATTEST:  
JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Council File/CAO Number 10-2473 Date 11/23/10

Said Agreement is Number \_\_\_\_\_ of City Contracts